

[REDACTED]
March 31, 1995



Thompson, Hine and Flory
Attorneys at Law

Att. Mr. Ben Pfefferle

Re: Granville Solvents Inc.

Dear Mr. Pfefferle

The Release and Waiver Of Claim form you are requesting my wife and I to sign is far too broad. It not only covers areas over which we have no control, it would also deprive us of many of our future rights. We cannot in good conscience sign such an agreement.

As you know, all of the improvements are to property that belongs to the village of Granville. We have very little say about the future use or destiny of this right-of-way. However, since these improvements are being made to provide us with a viable alternate drive to our property and since thru your efforts ODOT has offered to make these improvements we have no problem releasing ODOT from all responsibility of future maintenance or repair of this drive. I thought my letter of 3/15/95 signed by my wife and me cleared up this matter. If not, please provide us with a release form that will meet ODOT's requirements and limit our commitment to ODOT only.

Once again I feel compelled to make corrections to statements in your letter of 3/23/95. I did not request ODOT supply the 20 ton of gravel, This request was to you as representative of the PRP group, the supplier is your decision. Also, this is not a new request. The original request was that a gravel drive be constructed across the back and around the side of our property. This is a concession on our part to gravel only.

In reference to the fence and original drive, after The improvements have been made to the North right-of-way and as long as this right-of-way is providing satisfactory access to our property we do not expect to take any further action in regard to the closing and fencing of our original drive. However, this is our property and in lieu of future negotiations or agreements, when the clean-up is completed we will expect this drive to be returned to us in a condition comparable to its condition when this project began.

Sincerely,
[REDACTED]

CC: Michael Anastasio, Esq., USEPA
Mr. Joe Hickman, Asst. Village Manager
Mr. Jim Valentine, ODOT District 5